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10 *Counsel for Plaintiffs*

11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF NEVADA**

13 TRUSTEES OF THE BRICKLAYERS &
14 ALLIED CRAFTWORKERS LOCAL 13
15 DEFINED CONTRIBUTION PENSION
16 TRUST FOR SOUTHERN NEVADA;
17 TRUSTEES OF THE BRICKLAYERS &
18 ALLIED CRAFTWORKERS LOCAL 13
19 HEALTH BENEFITS FUND; TRUSTEES OF
20 THE BRICKLAYERS & ALLIED
21 CRAFTWORKERS LOCAL 13 VACATION
22 FUND; BRICKLAYERS & ALLIED
23 CRAFTWORKERS LOCAL 13 NEVADA;
24 TRUSTEES OF THE BRICKLAYERS &
25 TROWEL TRADES INTERNATIONAL
26 PENSION FUND; TRUSTEES OF THE
27 BRICKLAYERS & TROWEL TRADES
28 INTERNATIONAL HEALTH FUND; and
TRUSTEES OF THE INTERNATIONAL
MASONRY INSTITUTE,

CASE NO: 2:10-cv-02066-RLH -RJJ

**STIPULATION TO DISMISS WITH
PREJUDICE**

Plaintiffs,

vs.

JIM BIRD TILE & MARBLE, INC., a Nevada
corporation; and JAMES B. BIRD,
individually,

Defendants.

IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiffs, TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 DEFINED CONTRIBUTION PENSION TRUST FOR SOUTHERN NEVADA; TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 HEALTH BENEFITS FUND; TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 VACATION FUND; BRICKLAYERS & ALLIED

1 CRAFTWORKERS LOCAL 13 NEVADA; TRUSTEES OF THE BRICKLAYERS & TROWEL
2 TRADES INTERNATIONAL PENSION FUND; TRUSTEES OF THE BRICKLAYERS & TROWEL
3 TRADES INTERNATIONAL HEALTH FUND; and TRUSTEES OF THE INTERNATIONAL
4 MASONRY INSTITUTE, and Defendants JIM BIRD TILE & MARBLE, INC. and Maureen Bird as
5 Special Administrator of Estate of James B. Bird (hereinafter collectively referred to as the "Parties")
6 and subject to the approval and Order of the Court, as follows:

7 1. A full and final settlement of the above-entitled action has been entered into and agreed
8 to by the Parties.

9 2. The Parties have executed a Settlement Agreement and Mutual Release setting forth the
10 terms of their agreement. The terms and conditions of the Settlement Agreement and Mutual Release,
11 and all documents referred to or attached thereto, are incorporated herein by this reference.

12 3. The terms agreed to in the Settlement Agreement and Mutual Release have been
13 completed by all Parties.

14 4. The Parties do hereby request that this action be dismissed with prejudice.

15
16 DATED this 5th day of April, 2012

DATED this 5th day of April, 2012

17 THE URBAN LAW FIRM

COGBURN LAW OFFICES

18 By:/s/Nathan R. Ring

By:/s/Andrew L. Rempfer

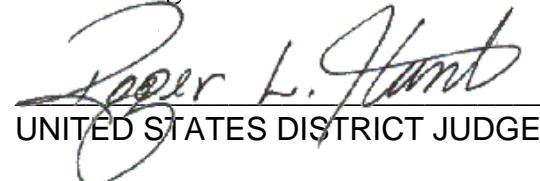
19 Nathan R. Ring, Nevada State Bar No. 12078
Michael A. Urban, Nevada State Bar No. 3875
20 *Counsel for Plaintiffs*

Andrew L. Rempfer, Nevada State Bar No. 8628
Counsel for Defendants

21
22 ORDER

23 IT IS HEREBY ORDERED that the above-entitled case be dismissed with prejudice. The
24 Court retains jurisdiction to enforce the terms of the Settlement Agreement of the Parties.

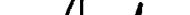
25 DATED: April 6, 2012


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27
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UNITED STATES DISTRICT JUDGE

CERTIFICATE OF MAILING

I CERTIFY that on the 5th day of April, 2012, I served a true and correct copy of **STIPULATION TO DISMISS WITH PREJUDICE**, via U.S. Mail, pre-paid postage to:

Andrew Rempfer, Esq.
Cogburn Law Office
9555 S. Eastern Ave., Suite 280
Las Vegas, NV 89123


Catherine A. Sutton

An Employee of The Urban Law Firm